			OR COMMERCIA			TION NUMBER -9187-0001		PAGE 1 C	OF 41
2. CONTRACT NO.	OR TO COMPLET		2, 17, 23, 24, AND ECTIVE DATE 4. ORD		5. SOLICITA	ATION NUMBER 00-B-0002		6. SOLICITA 17-Aug-200	TION ISSUE DATE
7. FOR SOLICITATION	I INFORMATION CALI	a. NAME Tisher L. Ra	ye			ONE NUMBER (No Col.		8. OFFER DU 18-Sep-20	JE DATE/LOCAL TIM 00 01:00
9. ISSUED BY INSTALLATION BI Contracting Building 1-1333, R	toom 107	0002		10. THIS ACQUISITION IS UNRESTRICTED X SET ASIDE: 100% X SMALL BUSINESS	SFOR	11. DELIVERY FO DESTINATION UN BLOCK IS MARKE SEE SCHEDI	NLESS ED ULE		JNT TERMS
Macomb and Armi Fort Bragg, NC 28				SMALL DISADV. BU	ALL DISADV. BUSINESS 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
				SIC: 7359		13 b. RATING	2011017471		
TEL: 910-396-436 FAX: 910-396-560				SIZE STANDARD: \$5M		14. METHOD OF S	X IFB		RFP
15. DELIVER TO		CODE		16. ADMINISTERED BY		,	COL	DE	
SEE S	SCHEDULE			SEE IT	EM 9				
17 a. CONTRACTOR	R/CODE	FACILIT CODE	Υ	18 a. PAYMENT WILL BE M	ADE BY		CO	DE	
TELEPHONE NO.									
17 b. CHECK I SUCH ADDRE	F REMITTANCE I SS IN OFFER	S DIFFEREN ⁻		18 b. SUBMIT INVOICES T BELOW IS CHECKED		SS SHOWN IN BL DDENDUM	OCK 18 a	. UNLESS	BLOCK
19. ITEM NO.	20		OF SUPPLIES/ SI		21 QUAN	TITY 22. UNIT	23. UNI	T PRICE	24. AMOUNT
SEE SCHEDULI 25. ACCOUNTING AND APPROPRIATION DATA				LE			26. TOT <i>I</i>	AL AWARD	AMOUNT
				. 52.212-4. FAR 52.212-3 ANI NCE FAR 52.212-4. FAR 52.2			ADDE		RE ARE NOT ATTACHED NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES X TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT GBLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 30 a. SIGNATURE OF OFFEROR/CONTRACTOR 31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)									
30 b. NAME AND 7 (TYPE OR PRINT)	TITLE OF SIGNEF	₹	30 c. DATE SIGNE	31 b. NAME OF CONTRA	ACTING OF	FICER (TYPE OR	PRINT) 31	c. DATE	SIGNED
32 a. QUANTITY IN	INSPECTED	CCEPTED, AN	D CONFORMS TO TH	33. SHIP NUMBER HE PARTIAL FINAL		CHER NUMBER		JNT VERIF RECT FOR	
32 b. SIGNATURE REPRESENTATIV		GOVT.	32 c. DATE	36. PAYMENT COMPLET	E PAR	TIAL FINAL	37. CHEC	K NUMBE	R
41 a I CEDTIEV TUI	S ACCOUNT IS CO	IRRECT AND F	PROPER FOR PAYM	38. S/R ACCOUNT NUM	IBER 39	. S/R VOUCHER NU	JMBER	40. PAID	BY
41 b. SIGNATURE		INTEGI AND F	41 c. DATE	42a. RECEIVED BY (Pri	nt)				
CERTIFYING OFFI				42b. RECEIVED AT (Loc	ation)				
		42c. DATE REC'D (YY/M	IM/DD)	42d. TOTAL CONT	AINERS				

SECTION SF 1449 CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0000

BASE PERIOD: 1 October 2000 through 30 September 2001

Lease of Washers and Dryers, to include furnishing, transportation, installation, removal, preventive maintenance, and repair, at Fort Campbell, Kentucky as set forth herein.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 12.00 Months \$_____ \$___

Furnish, install, and maintain 729 washing machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 12.00 Months \$_____ \$

Furnish, install, and maintain 577 drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003 12.00 Months \$

Furnish, install, and maintain 72 stacked drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO 0004	SUPPLIES/SERVICES	QUANTITY 12.00	UNIT Months	UNIT PRICE \$	AMOUNT \$
	Cleaning and maintaining forth in NOTE 4 - STATE and maintained includes, befuses, resetting circuit breadryer vent housing units, cunits.	MENT OF WOR out is not limited takers, replacing fu	K. Ancillary io: unstoppinguses in fuse par	ith specifications set tems to be cleaned drains, replacing nel box, repairing	
	See attachment 1 for historancillary items.	rical data on the c	leaning and ma	aintenance of	
	NOTE: All vents shall at	a minimum be ser	rviced on a qua	arterly basis.	
	TO	TAL AMOUNT	FOR CLINS 0	001 THROUGH 0004	\$
	The Government, upon iss of the quantities shown at are estimated.				
ITEM NO 0005	SUPPLIES/SERVICES Furnish, install, and maint specifications set forth in linclude performance of biv reinstalling machines as re	NOTE 4- STATE weekly inspection	MENT OF WO s, removing, tr	ORK. Price shall ransporting and	AMOUNT \$
ITEM NO 0006	SUPPLIES/SERVICES Furnish, install, and maint specifications set forth in linclude performance of biv reinstalling machines as re	NOTE 4 - STATE weekly inspection	EMENT OF Was, removing, tr	ORK. Pricing shall ransporting, and	AMOUNT \$
ITEM NO 0007	SUPPLIES/SERVICES Furnish, install, and maint stacked) in accordance wit OF WORK. Price shall in removing, transporting, an month shall be listed)	h specifications s clude performanc	et forth in NO	TE 4 - STATEMENT inspections,	AMOUNT \$
	ТО	TAL AMOUNT	FOR CLINS 0	005 THROUGH 0007	\$ \$
	TO	TAL AMOUNT	FOR CLINS 0	001 THROUGH 0007	Φ

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1000

FIRST OPTION PERIOD: 1 October 2001 through 30 September 2002 Lease of Washers and Dryers, to include furnishing, transportation, installation, removal, preventive maintenance, and repair, at Fort Campbell, Kentucky as set forth herein.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1001 12.00 Months \$_____ \$

Furnish, install, and maintain 835 washing machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1002 12.00 Months \$

Furnish, install, and maintain 565 drying machines in accordance with specifications set forth in NOTE 3 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1003 12.00 Months \$_____ \$

Furnish, install, and maintain 141 stacked drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO 1004	SUPPLIES/SERVICES QU Cleaning and maintaining ancill	JANTITY 12.00	UNIT Months	UNIT PRICE \$	AMOUNT \$
	forth in NOTE 4 - STATEMEN and maintained includes, but is fuses, resetting circuit breakers, dryer vent housing units, cleanin units.	T OF WORK not limited to replacing fus	K. Ancillary itemc unstopping dradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradradra<td>is to be cleaned ins, replacing pox, repairing</td><td></td>	is to be cleaned ins, replacing pox, repairing	
	See attachment 1 for historical cancillary items.	lata on the cle	eaning and maint	enance of	
	NOTE: All vents shall at a min	imum be serv	viced on a quarter	rly basis.	
	TOTAL	AMOUNT F	OR CLINS 1001	THROUGH 1004	\$
	The Government, upon issuance of the quantities shown at line it are estimated.				
ITEM NO 1005	SUPPLIES/SERVICES QU Furnish, install, and maintain 0 specifications set forth in NOTE include performance of biweekl reinstalling machines as require	E 4 - STATEN y inspections	MENT OF WOR , removing, trans	K. Price shall porting, and	AMOUNT \$
ITEM NO 1006	SUPPLIES/SERVICES QU Furnish, install, and maintain 0 specifications set forth in NOTE include performance of biweekl reinstalling machines as require	E 4 - STATENTY inspections	MENT OF WOR , removing, trans	K. Price shall porting, and	AMOUNT \$
ITEM NO 1007	SUPPLIES/SERVICES QUESTION Furnish, install, and maintain 0 stacked) in accordance with spe OF WORK. Price shall include removing, transporting, and reinshall be listed)	cifications se performance	t forth in NOTE 4 of biweekly insp	4 - STATEMENT pections,	AMOUNT \$
	TOTAL	AMOUNT F	OR CLINS 1005	THROUGH 1007	\$
	TOTAL	AMOUNT F	OR CLINS 1001	THROUGH 1007	\$

Page 6 of 41

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 2001 12.00 Months \$_____ \$

Furnish, install, and maintain 859 washing machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 2000

SECOND OPTION PERIOD: 1 October 2002 through 30 September 2003 Lease of Washers and Dryers, to include furnishing, transportation, installation, removal, preventive maintenance, and repair, at Fort Campbell, Kentucky as set forth herein.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 2002 12.00 Months \$

Furnish, install, and maintain 565 drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 2003 12.00 Months \$

Furnish, install, and maintain 158 stacked drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO 2004	SUPPLIES/SERVICES (QUANTITY 12.00	UNIT Months	UNIT PRICE \$	AMOUNT \$
	Cleaning and maintaining and forth in NOTE 4 - STATEME and maintained includes, but i fuses, resetting circuit breaker dryer vent housing units, clear units.	NT OF WOR s not limited to s, replacing fu	K. Ancillary itenb: unstopping drases in fuse panel	ns to be cleaned ains, replacing box, repairing	
	See attachment 1 for historica ancillary items.	l data on the cl	leaning and main	tenance of	
	NOTE: All vents shall at a m	inimum be ser	viced on a quarte	erly basis.	
	TOTA	L AMOUNT I	FOR CLINS 2001	THROUGH 2004	\$
	The Government, upon issuan of the quantities shown at line are estimated.				
ITEM NO 2005	SUPPLIES/SERVICES Q Furnish, install, and maintain especifications set forth in NO include performance of biweed reinstalling machines as required	ΓE 4 - STATE kly inspections	MENT OF WOR s, removing, trans	RK. Price shall sporting, and	AMOUNT \$
ITEM NO 2006	SUPPLIES/SERVICES Q Furnish, install, and maintain especifications set forth in NO include performance of biweed reinstalling machines as require	ΓΕ 4- STATE! kly inspections	MENT OF WOR s, removing, trans	K. Price shall sporting, and	AMOUNT \$
ITEM NO 2007	SUPPLIES/SERVICES Q Furnish, install, and maintain stacked) in accordance with sp OF WORK. Price shall include removing, transporting, and re- shall be listed)	pecifications se de performanc	et forth in NOTE e of biweekly ins	4 - STATEMENT pections,	AMOUNT \$
	TOTA	L AMOUNT I	FOR CLINS 2005	5 THROUGH 2007	\$
	TOTA	L AMOUNT I	FOR CLINS 2001	THROUGH 2007	\$

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3000

THIRD OPTION PERIOD: 1 October 2003 through 1 September 2004 Lease of Washers and Dryers, to include furnishing, transportation, installation, removal, preventive maintenance, and repair, at Fort Campbell, Kentucky as set forth herein.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3001 12.00 Months \$_____ \$

Furnish, install, and maintain 907 washing machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3002 12.00 Months \$

Furnish, install, and maintain 565 drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3003 12.00 Months \$_____ \$

Furnish, install, and maintain 192 stacked drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO 3004	SUPPLIES/SERVICES	QUANTITY 12.00	UNIT Months	UNIT PRICE \$	AMOUNT \$
	Cleaning and maintaining ar forth in NOTE 4 - STATEM and maintained includes, bu fuses, resetting circuit break dryer vent housing units, cle units.	IENT OF WORE t is not limited to ers, replacing fu	K. Ancillary itb: unstopping ofses in fuse pan	th specifications set ems to be cleaned drains, replacing el box, repairing	
	See attachment 1 for historic ancillary items.	cal data on the cl	eaning and ma	intenance of	
	NOTE: All vents shall at a	minimum be ser	viced on a qua	rterly basis.	
	TOT	AL AMOUNT I	FOR CLINS 30	01 THROUGH 3004	\$
	The Government, upon issue of the quantities shown at linuare estimated.				
ITEM NO 3005	SUPPLIES/SERVICES Furnish, install, and maintai specifications set forth in No include performance of biwe reinstalling machines as required.	OTE 4 - STATE eekly inspections	MENT OF WO	ORK. Price shall ansporting, and	AMOUNT \$
ITEM NO 3006	SUPPLIES/SERVICES Furnish, install, and maintai specifications set forth in No include performance of biwe reinstalling machines as requirements.	OTE 4 - STATE eekly inspections	MENT OF WO	ORK. Price shall ansporting, and	AMOUNT \$
ITEM NO 3007	SUPPLIES/SERVICES Furnish, install, and maintai stacked) in accordance with OF WORK. Price shall incl removing, transporting, and shall be listed)	specifications se ude performance	et forth in NOT e of biweekly i	E 4 - STATEMENT nspections,	AMOUNT \$
	TOT	AL AMOUNT F	FOR CLINS 30	05 THROUGH 3007	\$
	TOT	AL AMOUNT F	FOR CLINS 30	01 THROUGH 3007	\$

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 4000

FOURTH OPTION PERIOD: 1 October 2004 through 30 September 2005 Lease of Washers and Dryers, to include furnishing, transportation, installation, removal, preventive maintenance, and repair, at Fort Campbell, Kentucky as set forth herein.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 4001 12.00 Months \$_____ \$

Furnish, install, and maintain 931 washing machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 4002 12.00 Months \$

Furnish, install, and maintain 565 drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 4003 12.00 Months \$_____ \$

Furnish, install, and maintain 209 stacked drying machines in accordance with specifications set forth in NOTE 4 - STATEMENT OF WORK. Price shall include performance of biweekly inspections, removing, transporting, and reinstalling machines as required.

ITEM NO 4004		UANTITY 12.00	UNIT Months	UNIT PRICE \$	AMOUNT <u>\$</u>
	Cleaning and maintaining anci forth in NOTE 4 - STATEME and maintained includes, but is fuses, resetting circuit breakers dryer vent housing units, clean units.	NT OF WORD s not limited to s, replacing fu	K. Ancillary itenb: unstopping dragesses in fuse panel	ns to be cleaned nins, replacing box, repairing	
	See attachment 1 for historical ancillary items.	data on the cl	eaning and main	tenance of	
	NOTE: All vents shall at a mi	nimum be ser	viced on a quarte	rly basis.	
	TOTAL	L AMOUNT I	FOR CLINS 4001	THROUGH 4004	\$
	The Government, upon issuance of the quantities shown at line are estimated.				
ITEM NO 4005	SUPPLIES/SERVICES Q Furnish, install, and maintain (specifications set forth in NOT include performance of biweek reinstalling machines as require	TE 4 - STATE aly inspections	MENT OF WOR s, removing, trans	K. Price shall porting, and	AMOUNT \$
ITEM NO 4006	SUPPLIES/SERVICES Q Furnish, install, and maintain (specifications set forth in NOT include performance of biweek reinstalling machines as require	TE 4 - STATE aly inspections	MENT OF WOR s, removing, trans	K. Price shall porting, and	AMOUNT \$
ITEM NO 4007	SUPPLIES/SERVICES Q Furnish, install, and maintain (stacked) in accordance with sp OF WORK. Price shall include removing, transporting, and re shall be listed)	ecifications se le performance	et forth in NOTE e of biweekly ins	4 - STATEMENT pections,	AMOUNT \$
	TOTAI	L AMOUNT I	FOR CLINS 4005	THROUGH 4007	\$
	TOTAI	. AMOUNT F	OR CLINS 4001	THROUGH 4007	\$

CLAUSES INCORPORATED BY REFERENCE:

52.000-4012 I	Insurance Requirements	JUN 1999
52.000-4036	Mobilization and Other Contingency Planning and Support	APR 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004	REQUIRED CENTRAL CONTRACT REGISTRATION	FEB 1999
252.242-7000	Postaward Conference	DEC 1991
52.000-4004 I	Federal Holidays	JAN 2000
52.232-18	Availability Of Funds	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.000-4035 LOCAL CLAUSES INCORPORATED BY REFERENCE (OCT 1998)

This contract incorporates one or more local clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.bragg.army.mil/www-doc/local.htm. (End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://www.dtic.mil/dfars

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).
- (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at http://assist.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.000-4023 PREAWARD DATA (OCT 1998)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.

(6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Nan	nme:	
Add	ldress:	
Poir	int of Contact:	
Pho	one:	
Con	ontract Number:	
Am	mount:	
Des	escription:	
	1	
Nan	nme:	
Add	ldress:	
Poir	int of Contact:	
Pho	one:	
Con	ontract Number:	
	nount:	
Des	escription:	
	soription	
Nan	me:	
	ldress:	
Poir	int of Contact:	
	one:	
Con	ontract Number:	
Am	nount:	
Des	escription:	
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: a1 D a	eference:	
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Nan	me:	
Add	ldress:	
POC	OC:	
Pho	one:	
Δcc	ecount Number:	

52.000-4005 I INVOICES/PAYMENT/ACCOUNTING DATA - Contractor shall submit invoices in accordance with Clause 52.212-4, Contract terms and Conditions--Commercial Items, paragraph g.

(a) Invoices: Provide original and three (3) copies to:

Contract Management Branch, Public Works Business Center Building 869, Bastogne Avenue Fort Campbell, KY 42223

(b) Payment will be made by:

DFAS ROME - (DOA-Fort Campbell) ATTN: DFAS RO AOT 124 Chappie James Boulevard Rome, NY 13441-4511

(c) ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001, 0002, 0003, and 0004: 21120200000076202013200000000252G000000W34GM191870001DHGK20015056

CLIN 0005, 0006, 0007 and corresponding Option Year CLINs: Accounting and appropriation data will be cited on individual delivery orders.

(End of clause)

52.000-4025 REQUIREMENT TO BID ON ALL ITEMS

Failure to submit a bid on all items shall result in rejection of the bid. (End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by Contracting and Engineering Division, Directorate of Contracting, 2174 13 1/2 Street, Fort Campbell, KY 42223-5358. Such orders may be issued from 1 October 2000 through 30 September 2001 for the base year; 1 October 2001 through 30 September 2002 for the first option year; 1 October 2002 through 30 September 2003 for the second option year; 1 October 2003 through 30 September 2004 for the third option year; and 1 October 2004 through 30 September 2005 for the fourth option year.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract, for line items 0005, 0006, 0007, 1005, 1006, 1007, 2005, 2006, 2007, 3005, 3006, 3007, 4005, 4006, and 4007 only, in an amount of less than 2 items, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of 25 machines;
- (2) Any order for a combination of items in excess of 50 machines; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified in CLINs 0005, 0006, 0007, 1005, 1006, 1007, 2005, 2006, 2007, 3005, 3006, 3007, 4005, 4006, and 4007, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2001 for the base year; 30 September 2002 for the first option year; 30 September 2003 for the second option year; 30 September 2004 for the third option year; and 30 September 2005 for the fourth option year.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a combination Firm Fixed Price and Fixed Price Requirements contract resulting from this solicitation.

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Award will be made to the lowest responsive bid from a responsible bidder on the total amount of items numbered 0001 to 4007 (considering the base and option years), in keeping with the evaluation factors cited herein. Technical and past performance, when combined, are N/A.
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jeanette W. Davis, Installation Business Office Contracting, Bldg. 1-1333, Corner of Macomb and Armistead Streets, Fort Bragg, North Carolina 28310.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)
- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- \underline{XX} (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- $\underline{N/A}$ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- N.A (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- <u>N/A</u> (ii) Alternate I to 52.219-5.
- N/A (iii) Alternate II to 52.219-5.
- XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- N/A (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- <u>XX</u> (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- N/A (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.
- N/A (ii) Alternate I of 52.219-23.
- $\underline{\text{N/A}}$ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 $\underline{\text{N/A}}$ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

XX (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

<u>N/A</u> (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

N/A (18) [Reserved]

N/A (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

N/A (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

N/A (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

N/A (ii) Alternate I of 52.225-21.

XX (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

<u>N/A</u> (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

N/A (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

N/A (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

N/A (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

- 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)
- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

N/A 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)

N/A 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

XX 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).

<u>N/A</u> 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program _____Alternate I (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

XX 252.225-7012 Preference for Certain Domestic Commodities.

N/A 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

N/A 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

N/A 252.225-7021 Trade Agreements N/A Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

N/A 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).

N/A 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

N/A 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

N/A 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (N/A Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

N/A 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

N/A 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

N/A 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000) ALTERNATE III (JAN 1999)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of it's stock is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
() TIN:
() TIN has been applied for.
() TIN is not required because:
() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
() Sole proprietorship;
() Partnership;
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign government;
() International organization per 26 CFR 1.6049-4;
() Other
(5) Common parent.
() Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

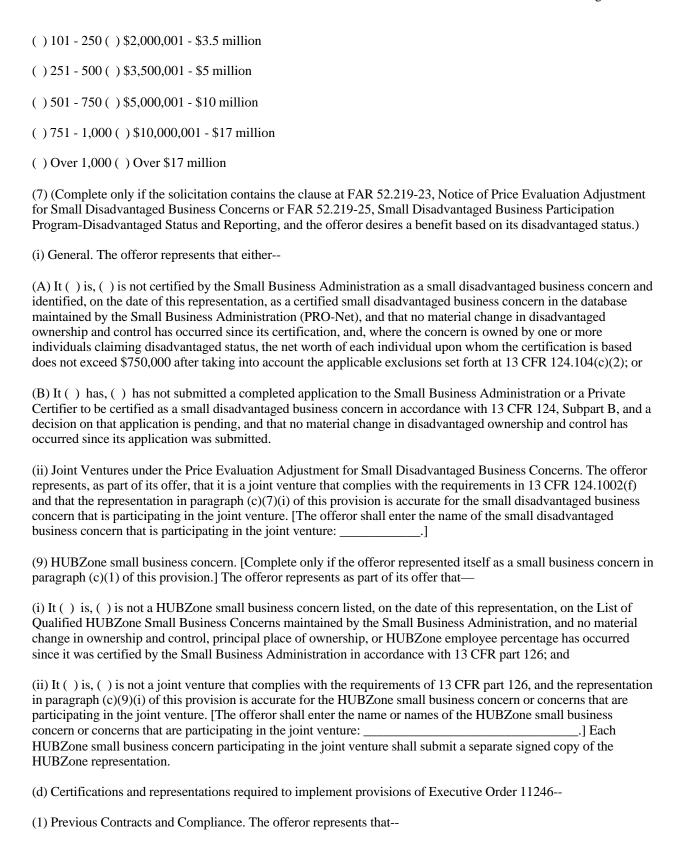
(Check one of the following):

Average Annual

Number of Employees Gross Revenues

() 50 or fewer () \$1 million or less

() 51 - 100 () \$1,000,001 - \$2 million



- (i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It () has, () has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
- (i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:	
Line Item No.:	
Country of Origin:	
(List as necessary)	

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement-Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:Country of Origin:
(List as necessary)
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade ActBalance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
Line Item No.: Country of Origin:
(List as necessary)
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American ActNorth American Free Trade AgreementsIsraeli Trade ActBalance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade ActBalance of Payments Program":
Canadian End Products
Line Item No.:
(List as necessary)
(3) Buy American ActNorth American Free Trade AgreementsIsraeli Trade ActBalance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade ActBalance of Payments Program":
Canadian or Israeli End Products
Line Item No.: Country of Origin:
(List as necessary)
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.Smade,	designated country,
Caribbean Basin country, or NAFTA country end products.	

Other End Products
Line Item No.:
Country of Origin:
(List as necessary)
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that
(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(End of provision)
252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (NOV 1995)
(a) Definitions.

(a) Deminions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation. (2) Representation. The Offeror represents that it-Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea. 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199) (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code; (2) Complete section A and forward the form to DLIS: and (3) Notify the Contractor of its assigned CAGE code. (c) Do not delay submission of the offer pending receipt of a CAGE code. (End of provision) NOTE 1 - BLOCK 17b. Remittance Address: If remittance address is different in Block 17a, Standard Form 1449, Bidder shall indicate such address below.

- **NOTE 2** ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS. Paragraph (b)(11)(c) Period of Acceptance of Offers: "30 calendar days" is changed to "60 calendar days":
- **NOTE 3** In accordance with FAR Clause 52.217-0008, Option to Extend Services, the Government may extend the term of the contract by written notice to the contractor at any time prior to expiration of the contract.

NOTE 4 - STATEMENT OF WORK:

4.1. GENERAL.

- 4.1.1. SCOPE OF WORK. The scope of the service to be performed under this contract includes the furnishing, transportation, installation, removal, preventive maintenance, and repair of washers and dryers at Fort Campbell, Kentucky as set forth herein.
- 4.1.2. MACHINES. Machines furnished under this contract shall be without mechanical or other defects which will adversely affect operation of the machines. The machines to be installed at start of contract (base year, Line Items 0001, 0002, 0005, and 0006) shall be new (previously unused). Stacked dryers (Line Items 0003 and 0007) shall be up to one year old as determined by date of manufacture and may be previously used for a period not to exceed eleven months. Machines shall conform to or exceed the specifications in paragraphs 4.4.1 through 4.4.1.2.
- 4.1.3. INSTALLATION OF MACHINES. The Contractor shall adhere to the Government-furnished schedule, and all equipment shall be installed within 30 calendar days after contract startup. Contractor will be paid on a pro-rated basis for the installed machines. At contract conclusion, Contractor shall remove all machines within 30 calendar days. (See Attachment 3 for Installation Schedule)
- 4.1.4. DETERGENTS. Users will provide their own detergents and like products.
- 4.1.5. DAMAGE OF PERSONAL ITEMS. The Contractor shall be responsible for all personal articles or items damaged or destroyed due to malfunction of a Contractor machine. Such malfunction may include, but not be limited to, physical machine damage or destruction, inadequate rinsing of suds or bleach, excessive heat, etc.
- 4.1.6. COORDINATION. The Contractor shall physically contact the COR's office, Building 869, twice daily at 0730 hours and 1230 hours, Monday thru Friday excluding holidays, to obtain all service orders for machines requiring repair and/or any special requirements (i.e., relocating machines). At this time, the Contractor shall also return completed service orders to the COR.
- 4.1.7. ACCIDENT/INJURY REPORTING. Upon the occurrence of a job-related injury, the Contractor shall forward a copy of the record of injury through the Contracting Officer to the Installation Safety Office. Any technical advice and assistance necessary in accident investigating and reporting may be requested from the Installation Safety Officer through the Contracting Office. If any claims are made by a third party against the Contractor as a result of an accident which occurs in connection with the Contractor's performance, the Contractor shall submit a full report, in writing, within seventy-two (72) hours of the initiation of the claim, to the Contracting Officer.
- 4.1.8. VANDALISM. Any act of vandalism to Contractor-owned machines or Government-furnished facilities discovered by the Contractor shall be immediately reported to the Post Military Police and the Contracting Officer. Claims for damages caused by vandalism will not be paid by the Government.
- 4.1.9. CONTRACTOR'S PERSONNEL.
- 4.1.9.1. QUALITY OF PERSONNEL.
- 4.1.9.1.1. All personnel employed by the Contractor in the performance of this contract or any representative of the Contractor entering the Government Reservation shall conform to all of the security regulations which may be in

effect during the contract period and shall be subject to such checks as may be deemed necessary to assure that no violations occur. No employee shall be permitted on the reservation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of the work. The Contracting Officer may require the Contractor to remove any employee for security and misconduct reasons. The security regulation currently in effect is AR 190-51.

4.1.9.1.2. Repair personnel employed by the Contractor must possess technical skills necessary to provide the services required by paragraph 4.5.

4.1.9.2. APPEARANCE AND CONDUCT.

- 4.1.9.2.1. UNIFORMS. While on duty, all Contractor employees shall wear a distinctive professional uniform having the firm name, Fort Campbell, Kentucky, patch/device permanently affixed to the uniform. Uniform shall consist of pants and shirt, and be consistent in color for all employees. Uniforms shall be furnished by the Contractor and approved by the Contracting Officer within 30 days of contract award.
- 4.1.9.2.2. IDENTIFICATION BADGES. Contractor shall furnish identification cards or badges, with picture, to all employees. The card/badge shall include employee's name, company name, and be of a design approved by the Contracting Officer. Card/badge shall be submitted for approval within 30 days of contract award. Employees shall be required to display the identification badge at all times within the boundaries of this installation.
- 4.1.9.2.3. APPEARANCE. Contractor's employees shall present a neat, clean, well-groomed appearance at all times.
- 4.1.9.2.4. CONDUCT. Contractor employees shall conduct themselves in a professional, courteous manner at all times during the performance of his/her duties. The Contractor shall be responsible for the supervision and conduct of his employees. The Contracting Officer may require that any agent or employee of the Contractor whose conduct creates a disruption or risk to others be removed from the Government Installation.
- 4.2. DEFINITIONS. As used throughout this contract, the following items shall have the meanings set forth below:
- 4.2.1. BIWEEKLY: Happening every two weeks (i.e., fortnightly).
- 4.2.2. CONTRACTING OFFICER'S REPRESENTATIVE (COR): An individual designated by the Contracting Officer to administer/inspect this contract.
- 4.2.3. CONTRACTOR: The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The Contractor shall be responsible for ensuring that his subcontractors comply with all provisions of this contract.
- 4.2.4. GOVERNMENT-FURNISHED PROPERTY: Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.
- 4.2.5. PREVENTIVE MAINTENANCE: The systematic and periodic inspection and servicing which is required to prevent breakdown and to prolong the life of real property.
- 4.3. GOVERNMENT-FURNISHED PROPERTY, FACILITIES, AND SERVICES.
- 4.3.1. FACILITIES. The Government will not provide a building for use by the Contractor in performing the requirements of this contract.
- 4.3.2. SERVICES.
- 4.3.2.1. The Government will provide, at Government expense, except as otherwise provided herein, necessary space, utilities and utility connections for operation of washers and dryers. This will include hot and cold water

connections for washers, electric connections for dryers, and vent connections for dryers. Additions or alterations to existing connections will not be permitted without prior written approval of the Contracting Officer. The Contractor shall conserve utilities at all times, but not to the extent that proper washing, rinsing, and drying of clothing is impaired.

- 4.3.2.2. EMERGENCY MEDICAL SERVICE. The Government will provide medical treatment on an 'EMERGENCY BASIS ONLY' to Contractor employees for on-the-job injury and situations of an emergency nature which occurred at Fort Campbell, Kentucky, during the performance of this contract. The Government shall require reimbursement of all medical treatment costs from the Contractor. Appropriate documentation of any accidents (see paragraph 4.1.7) shall be prepared by the Contractor.
- 4.3.3. FORMS. A 30 day supply of the SERVICE CALL/INSPECTION SHEET attached as Attachment 2 will be provided to the Contractor at contract startup. Additional forms required thereafter will be provided by the Contractor.
- 4.4. CONTRACTOR FURNISHED PROPERTY.
- 4.4.1. CONTRACTOR-FURNISHED EQUIPMENT.
- 4.4.1.1. DRYERS. The dryers shall be electric, automatic, non-vibrating, 14-16 pounds minimum capacity, ½ HP motor, 115 volts, 60 cycle, UL listed for all electrical systems, with 3-prong cord, porcelain or acrylic finish cabinet, and be of free-use type. The dryers shall have a minimum of three cycles: a normal cycle, a permanent press cycle, and a delicate cycle. Machines must be shock-proof and contain a safety start button in addition to a safety latch to shut off machine when the door is opened, and machine must be equipped with a lint screen.
- 4.4.1.1.1. STACKED DRYERS. Heavy duty, electric, commercial, stacked dryer units (1 unit = 2 dryers stacked, each dryer operates individually) each with 6.5 cubic feet capacity; 2-piece front panel access; large door opening (2.01 square feet); reversible doors (door hinges at right for this installation); recessed door handles; up-front lint filters for easy access; non-marring, plastic leveling legs; sturdy door hinges; door stops; airflow of 214 CF/min; heater 5kw (17060 BTU/hr); 1/3 HP motor; 4" air outlet diameter; 120/60/1/30a separately fused; 3 wire system (neutral conductor grounded); and UL listed; size 26-7/8" W X 28" D x 76-1/2' H.
- 4.4.1.2. WASHERS. Washers shall be electric, automatic, non-vibrating, 14-16 pounds minimum capacity, ½ HP motor, 115 volt, 60 cycle, AC 3-prong cord, with porcelain or shall have acrylic enamel finish cabinet, and be of free-use type. Washer shall have standard hot and cold water connections and a minimum of three cycles: a normal cycle, a permanent press cycle, and a delicate cycle. Machines must contain safety levers to stop movement of the tub when the washer lid is lifted. Machines shall also be equipped to stop at any time by setting the switch to OFF, and machine must be equipped with a strainer.

4.4.1.3. GENERAL SPECIFICATIONS FOR THE WASHERS & DRYERS.

- 4.4.1.3.1. The equipment provided by the Contractor shall comply with the specifications set forth herein. All equipment shall be subject to the Contracting Officer's inspection as to appearance and performance at the time of installation. The Contractor shall certify in writing to the Contracting Officer that the equipment to be installed is new, and that manufacturer's repair parts for that equipment are readily obtainable. This certification shall be submitted to the Contracting Officer within 30 days of contract award.
- 4.4.1.3.2. The Contractor shall submit proof that the electrical equipment which he proposes to furnish under these specifications conforms to the standards of the Underwriters Laboratories, Inc. The label of Underwriters Laboratories, Inc., shall be accepted as conforming to this requirement.
- 4.4.1.3.3. In lieu of the label, the Contractor shall submit a written certification to the COR from any nationally recognized testing agency, adequately equipped and competent to perform such services, and whose methods of testing conform to nationally accepted standards.

- 4.4.2. FORMS/SIGNS/BOOK/REGISTER.
- 4.4.2.1. PREVENTIVE MAINTENANCE INSPECTION SHEET (see paragraph 4.5.3.2).
- 4.4.2.2. MACHINE INSTRUCTION SIGNS (see paragraph 4.5.1.4).
- 4.4.2.3. SERVICE CALL BOOK/REGISTER (see paragraph 4.5.3.1.3). The Service Call Book/Register shall be of "carbon copy" type with the original copy given to Contractor's repairman and the duplicate copy maintained by the COR as a suspense. Service Call information to be captured shall include date, time, point of contact, phone number, unit/activity, and machine problem(s). In addition, sufficient space shall be provided for annotation of corrective action(s) taken and machine serial numbers. Service Call Book/Register shall be submitted to the Contracting Officer for approval within 30 days of contract award.
- 4.4.2.4. EQUIPMENT SIGN-IN SHEET (see paragraph 4.5.3.1.2). Contractor shall provide and update as necessary a sign-in sheet at each installed machine.
- 4.4.3. MISCELLANEOUS.
- 4.4.3.1. VEHICLES. Vehicle transportation required in performing the requirements of this contract shall be furnished by the Contractor. All vehicles used by the Contractor and his/her employees shall be registered at the Provost Marshall's Office. Contractor shall comply with AR 190-5 and CAM Regulation 190-5. All vehicles used in performance of duties, whether the vehicle is Contractor-owned or privately-owned, shall have company name, address, and telephone number on them; for example, company name, Fort Campbell, KY, and local telephone number, not the Contractor's home office number.
- 4.4.3.2. UNIFORMS/BADGES. Employee uniforms and identification badges as specified in paragraphs 4.1.9.2.1 and 4.1.9.2.2, respectively.
- 4.4.3.3. PARTS. All required replacement parts and labor for repair of washing or drying machines, cleaning/maintenance of dryer vent housing units, unstopping washer drains, checking/replacing fuses, and locating/resetting circuit breakers. Examples include, but are not limited to: Transmissions, motors, belts, hoses, gaskets, timers, lint screens, vent hoses, control knobs, exhaust vent tubing, sheetmetal, drain auger, fuses, etc.
- 4.4.3.4. ADMINISTRATIVE SUPPLIES AND EQUIPMENT. Administrative supplies and equipment shall be furnished by the Contractor, except for such Government-furnished forms as specified in 4.3.3.
- 4.4.3.5. COMMUNICATIONS. Telephone service required for Contractor's use shall be furnished by the Contractor. Telephone service shall be required in the Contractor's office. A recording device may be installed in lieu of continuous manning; however, if a recording device is used, it shall be checked a minimum of every two hours during the work day.
- 4.5. SPECIFIC TASKS.
- 4.5.1. GENERAL.
- 4.5.1.1. Washers and dryers, Contractor-owned and maintained, shall be installed, at Contractor's expense, in the buildings designated by the Contracting Officer or his representative. A list of buildings and quantity of machines installed therein is attached as Attachment 3.
- 4.5.1.2. The Contractor shall furnish all services, materials, and labor to perform all work outlined in these specifications. Service shall be furnished during normal business hours, 0730 hours to 1600 hours, Monday through Friday, except holidays. When, in the Contractor's opinion, a shop reconditioning is necessary because normal repair and parts replacement cannot keep the machine(s) in satisfactory operating condition, Contractor shall replace machine(s) with machine(s) of the same type and quality in good working order.

- 4.5.1.3. The Contractor shall not perform maintenance on any Government facility except for the required maintenance and cleaning outlined in paragraphs 4.5.2.2, 4.5.2.3, 4.5.2.4, and 4.5.2.5. Any required facility repairs shall be reported to the Government individual in charge of the building.
- 4.5.1.4. The Contractor shall affix to each machine the necessary signs or decals to provide the operator with the operating instructions. The Contractor shall also provide telephone numbers (Public Works Business Center, Contract Management Branch, telephone 798-4910), and instructions for contacting the proper personnel in case of equipment malfunctions. Signs and decals shall be replaced when they become faded, soiled, or defaced. The use of handmade or improvised signs is prohibited. Signs not mounted on the machines shall be prominently displayed in each facility after coordination with the Public Works Business Center for safety and uniformity. The sign or decal shall be submitted to the Contracting Officer for approval within 30 days of contract award.

4.5.2. MAINTENANCE OF PROPERTY.

- 4.5.2.1. Contractor shall maintain all washers and dryers in an operable condition at all times. The Contractor shall provide replacement machines for those machines which become unserviceable or otherwise fail to comply with the specifications. The Government will not be liable for the rental cost of machines which are inoperative and not repaired or replaced after the initial three workday period. Deduction of rental charges will be computed on the basis of $1/30^{th}$ of the monthly rate for each full day after the aforementioned three workday period a machine remains inoperative. The price per month per machine will be utilized as a basis for the deduction.
- 4.5.2.2. Contractor shall clean and maintain dryer vent housing units in accordance with paragraphs 4.5.3.1, 4.5.3.3, and 4.5.3.4.
- 4.5.2.3. Contractor shall be responsible for unstopping the washer drain in accordance with paragraphs 4.5.3.1 and 4.5.3.5.
- 4.5.2.4. Contractor shall be responsible for checking and replacing blown fuses in the fuse panel in accordance with paragraphs 4.5.3.1 and 4.5.3.6.1.
- 4.5.2.5. Contractor shall further be responsible for locating and resetting the circuit breaker in the circuit breaker panel in accordance with paragraphs 4.5.3.1 and 4.5.3.6.2.

4.5.3. STANDARDS OF PERFORMANCE.

- 4.5.3.1. SERVICE CALLS. Service calls will be received by the Government and relayed to the Contractor for repair of washing or drying machines, repair/cleaning of dryer vent housing units, unstopping washer drains, locating, checking, furnishing, and replacing fuses in the fuse panel, and resetting circuit breakers in the circuit breaker panel (for washers and dryers only).
- 4.5.3.1.1. The Contractor shall contact the COR's office on a twice daily basis to obtain service calls of machine failure or special servicing requirements in accordance with paragraph 3.1.6. A representative of the Contractor shall return completed service calls to the Government each service day and indicate thereon the date of repair, corrective action taken and serial number of machine(s) repaired.
- 4.5.3.1.2. Contractor personnel shall annotate date and time of arrival/departure for service calls and inspection on "Equipment Sign-in Sheet" provided at each washer/dryer location. Contractor shall be responsible for mounting the sign-in sheet at contract startup, as machines are installed. Replacement of missing or completed sheets shall be the responsibility of the Contractor, and completed sheets shall be submitted to the COR as they are replaced.
- 4.5.3.1.3. The Contractor shall maintain a "Service Order Call Book/Register" of all equipment breakdowns, reflecting machine number, location, time breakdown discovered or reported, nature of failure, and date and time of repair. This register shall also contain any related information such as resetting circuit breakers, unstopping washer drains, etc. The Contractor shall make this register available to the Government for review during the duration of this contract, and all records shall be turned over to the Government at the conclusion of the contract.

- 4.5.3.1.4. The Contractor shall repair or replace, at the Contractor's option, any machine within three work days of receipt of a service call that a machine is inoperative. In the event the Contractor fails to correct the trouble within three workdays after notification, the contract amount shall be reduced by prorating the monthly rental service on the basis of a thirty-day month.
- 4.5.3.1.5. The Contractor shall replace, at his expense, any machine which malfunctions three times during any tenday period. Replacement shall be made within three days of the third malfunction. The machine being replaced must be repaired and certified in writing to the Contracting Officer that the machine is in good serviceable mechanical condition prior to being reinstalled under the terms of the contract. The Contractor shall furnish the COR with the following information: date replacement was performed, building number, floor/room designation, serial number of "old" machine, serial number of "new" machine, and status of "old" machine. This information shall be furnished to the COR within three working days of the action.
- 4.5.3.1.6. The Contractor shall clean and wipe down each machine repaired in conjunction with service calls.
- 4.5.3.1.7. The Contractor shall attach "Out of Order" signs promptly to inoperative machines.
- 4.5.3.1.8. Personal items found on the premises by the Contractor or his employees shall be turned in to the Government individual in charge of the building.
- 4.5.3.1.9. The Contractor is prohibited from installing coin boxes to machines or charging anyone for the use of the machines.
- 4.5.3.2. PREVENTIVE MAINTENANCE.
- 4.5.3.2.1. Contractor shall perform biweekly inspections of all Contractor-furnished equipment. Preventive Maintenance Inspection Sheets shall be prepared by the Contractor and approved by the Contracting Officer or his designated representative within 30 days of contract award. As a minimum, the preventive maintenance forms shall contain the following information:
- 4.5.3.2.1.1. Building number.
- 4.5.3.2.1.2. Floor/room designation.
- 4.5.3.2.1.3. Date preventive maintenance was performed.
- 4.5.3.2.1.4. Machine designation (washer or dryer).
- 4.5.3.2.1.5. Serial number of machine(s).
- 4.5.3.2.1.6. Status of machine.
- 4.5.3.2.1.6.1. Satisfactory inspection.
- 4.5.3.2.1.6.2. Unsatisfactory inspection: problem(s) encountered, repair action required, work performed, and part(s) replaced.
- 4.5.3.2.2. Contractor's preventive maintenance inspection sheets shall be completed by the Contractor and submitted to the Contracting Officer's Representative within three (3) working days after completion of the biweekly inspection.
- 4.5.3.3. CLEANING OF DRYER VENT HOUSING UNITS.

- 4.5.3.3.1. Contractor shall be responsible for cleaning all dryer vent housing units one time per quarter. Contractor shall submit a quarterly cleaning schedule, by building number, to the Contracting Officer within 30 days of contract award. The actual cleaning shall be annotated on the biweekly preventive maintenance inspection sheets.
- 4.5.3.3.2. Excessive amounts of lint, bird nests, etc., shall not be allowed to accumulate in the vent housing units. Therefore, Contractor may be required to clean some dryer vent housing units more frequently than one time per quarter if it is determined to be a contributing factor to machine malfunction. Any cleanings performed in addition to the quarterly cleaning shall be so annotated on the biweekly preventive maintenance inspection sheets or the service call book as well as the equipment sign-in sheet mounted at each washer/dryer location.

4.5.3.4. MAINTENANCE OF DRYER VENT HOUSING.

- 4.5.3.4.1. Contractor shall be responsible for performing all maintenance of dryer vent housing units. Contractor shall perform all necessary repairs to the dryer vent housing units at least one time per quarter. This shall consist of inspecting all dryer vent housing units in all buildings, determining required repairs, procuring necessary parts, and installation of same. Contractor shall submit a quarterly maintenance schedule, by building number, to the Contracting Officer within 30 days of contract award. The actual cleaning shall be annotated on the biweekly preventive maintenance inspection sheets.
- 4.5.3.4.2. Due to the amount of usage and construction of dryer vent housing units, Contractor may be required to perform minor repairs to the housing units in addition to the quarterly inspection/maintenance. Any repairs performed shall be so annotated on the biweekly preventive maintenance inspection form or the service call book, as well as the equipment sign-in sheet mounted at each washer/dryer location.

4.5.3.5. UNSTOPPING WASHER DRAIN.

- 4.5.3.5.1. Contractor shall be responsible for unstopping the washer drain from the machine drain hose thru the first "p-trap".
- 4.5.3.5.2. Contractor shall perform the above service when reported directly as a service call or when the problem is discovered during the performance of preventive maintenance.
- 4.5.3.5.3. Contractor shall be required to annotate the above information on the equipment sign-in sheet mounted at each washer/dryer location, and this information shall also be reflected on the service order call book/register itself and/or the preventive maintenance sheet, whichever is appropriate.

4.5.3.6. CIRCUIT PANELS.

- 4.5.3.6.1. Fuse Panels. Contractor shall be responsible for locating, checking, furnishing, and replacing fuses in the fuse panel for washers and dryers only.
- 4.5.3.6.1.1. This service shall be provided as the result of a service call or performance of preventive maintenance.
- 4.5.3.6.1.2. Any action taken shall be correctly annotated on the service call book and/or preventive maintenance sheets as well as the equipment sign-in sheet mounted at all washer and dryer locations.
- 4.5.3.6.2. Circuit Breaker Panel. Contractor shall be responsible for locating and resetting circuit breakers in the circuit breaker panel for washers and dryers only.
- 4.5.3.6.2.1. This service shall be provided as the result of a service call or performance of preventive maintenance.
- 4.5.3.6.2.2. Any action taken shall be correctly annotated on the service call book and/or preventive maintenance sheets as well as the equipment sign-in sheet mounted at each washer/dryer location.

4.5.3.7. INSTALLATION/REMOVAL OF MACHINES.

- 4.5.3.7.1. The Contractor shall be responsible for installing all machines furnished under this contract in accordance with the manufacturer's specifications and/or as specified herein. In case of conflict between the manufacturer's specifications and this contract, the former shall govern; however, the Contracting Officer shall be promptly advised of each conflict prior to installation. The Contractor is responsible for connection of the machines to existing electrical outlets, drains, vents, etc., to include supplying any necessary adapters, hoses, etc.
- 4.5.3.7.2. All machines furnished under this contract shall be removed by the Contractor within thirty calendar days after expiration or termination of the contract. Should subsequent contracts be awarded to a concern other than the Contractor, the Contractor agrees to fully cooperate with such subsequent Contractor and the Government Agents with respect to priorities in removing machines under this contract and installing machines under the subsequent contract. Machines shall be phased in/out over a thirty day period in accordance with a schedule provided by the Government. Machines not removed by the Contractor within the thirty day period will be removed and stored by the Government, and the Contractor shall be liable for any expense incurred thereby.
- 4.5.3.8. RELOCATION OF EXISTING EQUIPMENT/NEW INSTALLATIONS AFTER START OF CONTRACT. Due to changing mission requirements, the Contractor may be required to periodically relocate existing equipment or install additional equipment on the Installation.
- 4.5.3.8.1. New installations shall be completed within 30 days of receipt of the contract modification and will be payable under Line Items 0005, 0006, and/or 0007.
- 4.5.3.8.2. When notified in writing by the Contracting Officer or his representative of a requirement to relocate equipment, the Contractor shall accomplish the relocation(s) in accordance with the following schedule (payment will be included in line item 0001, 0002 and/or 0003):
- 4.5.3.8.2.1. One (1) to five (5) machines: 3 working days.
- 4.5.3.8.2.2. Six (6) to ten (10) machines: 5 working days.
- 4.5.3.8.2.3. Quantities exceeding ten (10) machines: 10 work days.
- 4.6. APPLICABLE SPECIFICATIONS AND REGULATIONS: Documents applicable to this Statement of Work are listed below and are coded as either Mandatory (M) or Advisory (A). The Contractor shall be obligated to follow those coded as Mandatory. These references with any subsequent changes will be furnished to the Contractor. The Contractor shall post and update changes to the applicable publication. If any changes become effective during the contract period which effects the requirements for this contract, these changes will be negotiated with the Contractor.
- 4.6.1. AR 190-51, Security of Army Property at Unit & Installation Level (A).
- 4.6.2. AR 190-5, Motor Vehicle Traffic Supervision (A).
- 4.6.3. CAM Regulation 190-5, Fort Campbell Motor Vehicle Traffic Regulations (A).

NOTE 5 - List of Exhibits and Other Attachments

TECHNICAL EXHIBIT NO.	TECHNICAL EXHIBIT TITLE	NUMBER OF PAGES
TE 1	Performance Requirements Summary (PRS)	5
TE 2	Wage Determination No. 94-2187 Rev (13)	8
TE 3	Schedule for Installation of Machines	14
<u>ATTACHMENT</u>	ATTACHMENT TITLE	
A 1	Historical Date	1
A 2	Service Call/Inspection Sheet	1
A-3	Quality Assurance Checklist (Weekly Schedule and Monthly Summary)	2
A-4	Projected Additions/Deletions	2
A-5	Quality Assurance Surveillance Plan (QASP)	5
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)		

PERFORMANCE EVALUATION FOR INSTALLATION AND MAINTENANCE OF WASHERS AND DRYERS AT FT CAMPBELL

- **1. PERFORMANCE REQUIREMENTS SUMMARY (PRS).** The PRS chart at the end of this exhibit:
- 1.1. Lists those specific tasks (column 1) that are paid for on the basis of a compensation system specified in paragraph 4 of this exhibit. The absence from the performance requirements summary (PRS) of any contract requirement shall not detract from its enforceability or limit the rights or remedies of the Government under any provision of the contract, including the clauses entitled "Inspection of Services" and "Default".
- 1.2. Lists the paragraph number in the PWS which describes the work to be done by the contractor (column 2).
- 1.3. Defines the standard of performance for each listed service (column 3).
- 1.4. Sets forth the maximum allowable deviation from perfect performance for each listed service [acceptable quality level (AQL) (column 4)] that may occur before the Government will invoke the payment of less than 100 percent of the maximum payment for the listed service.
- 1.5. Defines the lot used as the basis for surveillance or for payment computation purposes (column 4).
- 1.6. Suggests the primary surveillance methods the Government will use to evaluate the contractor's performance in meeting the contract requirements (column 5).
- 1.7. Sets forth the maximum reduction amount of the contract price that each listed contract requirement represents (column 6).

2. GOVERNMENT QUALITY ASSURANCE.

- 2.1. Contractor performance will be compared with the contract standards and AQL using the quality assurance surveillance plan (QASP).
- 2.2. The Government may use a variety of surveillance methods to evaluate the contractor's performance. Only one method will be used at a time to evaluate a listed service during a inspection period for payment computation periods. The methods of surveillance that may be used are:

- 2.2.1. 100% inspection of all services performed.
- 2.2.2. Periodic surveillance of output items (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of contractor performance.
- 2.2.3. Random sampling of the services performed.
- 2.2.4. Validated Customer complaints.

3. CRITERIA FOR EVALUATING PERFORMANCE.

3.1. Performance of a listed service will be accepted and paid for at the maximum payment in Section B of the contract when the number of defects found by the contract surveillance does not exceed the number of defects allowed by the AQL in column 4. When the AQL is exceeded, the contractor shall complete block 12 of the Contract Discrepancy Report (CDR). The CDR is initiated by the COR and is signed and forwarded to the Contracting Officer. The COR requires the contractor to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The Contracting Office will evaluate the Contractor's explanation and determine if full payment or partial payment of the contract termination is applicable. The Contractor's payment for services rendered will be calculated and inserted in the Block entitled Government Actions. The CDR may also be used by the COR to advise the contractor of unacceptable performance trends. When issued in this instance, the word "ADVISORY" is placed on the top and bottom of the CDR. This advises the Contractor of unacceptable performance. In accordance with the Inspection of Services clause, the Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.

3.2. DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT.

- 3.2.1. The number of defects that will cause less than a maximum payment will be determined as set forth in the PRS hereof.
- 3.2.2. Where the Government requires reperformance, the original inspection results shall not be modified upon reinspection. Instead, any payment computation shall include a credit for reperformance or late performance of defective service during that period.

3.2.2.1. Where the Government requires reperformance or late performance of all defective services, the contractor shall resubmit the entire services for reinspection. Upon reinspection, the results shall be revised to reflect the resubmitted services.

4. CONTRACTOR PAYMENT.

- 4.1. For performance of a service that meets or exceeds the AQL, the contractor shall be paid the monthly contract item price.
- 4.2. If performance of service does not meet the AQL, the Government will make deductions as indicated in the PRS hereof.
- 4.3. Payment reductions shall be taken from the payment for the month in which the Contracting Officer makes the determination that a reduction is appropriate, regardless of the period in which the performance occurred.

5. EXAMPLES OF PAYMENT COMPUTATIONS.

- 5.1. For random sampling surveillance. Assume an AQL of 2.5% a lot size of 1,136, a resulting sample size of 80 units, and that 8 defects were found and all 8 defects were corrected. The payment computation would be as follows:
 - a. Maximum payment percentage for acceptable services (column 6, PRS) per month is

\$8,000

- b. 8 defects exceeds reject level of 6 defects
- c. Percentage of sample found unacceptable = 10% (8/80, or defects divided by sample size times 100)
- d. Percentage of sample found acceptable = 90% (100% minus item c)
- e. Credit for sample defectives corrected = 0.7% (Samples corrected/lot size times 100, 8/1,136 x 100)
- f. Acceptable percentage (item d plus item e)
- g. Payment for percentage of acceptable service (item a times item f)

\$7,256

90.7%

NOTE: If no defects were corrected, skip items e and f and payment for percentage of acceptable services (item c times item f) would equal \$7,200.

5.2. For services not surveilled by sampling (100 percent inspection). Assume an AQL of 5% defects, a lot size of 80 units, and that 6 defects were found. The payment would be computed as follows:

a. Maximum contract payment per month is	\$8,000
b. 6 defects exceeds reject level of 4 defects (5% of lot size of 80 = 4 defects)	
c. Percentage of lot found unacceptable = 7.5% (6/80, or defects divided by lot size times 100)	
d. Percentage of lot found acceptable (100% minus item c)	92.5%
e. Payment for percentage of acceptable service (item a times item d)	\$7,400

6. The rights and remedies of the Government described in this section are in addition to all other right and remedies set forth in this contract. Specifically, the Government reserves its right under the Inspection of Services Clause and the Termination for Default Clause. Any deductions pursuant to the Performance Requirements Summary shall reflect the reduced value of services performed hereunder. The Contractor shall not be relieved of full performance of the services hereunder.

1	2	3	4	5	6
	Contract		Maximum Allowable Degree of	Proposed	Maximum
Required Service	Paragraph	Standard	Deviation from Requirement	Method of	Payment
(RS)	Number		(AQL)	Surveillance	Amount
1.Furnish, install, relocate and remove washers and dryers	4.4.1. 4.5.3.7. 4.5.3.8.	Provide quantity of machines required in accordance (IAW) with the specifications. Install, remove, relocate machines IAW the time requirements.	0%; Lot size is the number of machines required by the contract and/or the number of machines removed or relocated during the month.	100% Inspection	90% of total of line Items 0001, 0002 and 0003
2. Provide various cleaning, repair and maintenance tasks on ancillary items	4.5.3.1. 4.5.3.3. 4.5.3.4. 4.5.3.5. 4.5.3.6.	Clean dryer vent housing units. Maintain dryer vent housing. Unstop washer drain. Fuse/circuit breaker panel service. Perform maintenance and/or repair as the result of a service order.	2.5%; Lot size is the number of dryer vents and other tasks performed during the month.	Random Sampling	Total of line Item 0004
3. Provide maintenance and repair of washers and dryers	4.5.3.1. 4.5.3.2.	Perform machine repair required as the result of a service call. Perform machine maintenance required as the result of a service call or preventive maintenance.	2.5%; Lot size is the number of service orders and/or inspections during the month.	Random Sampling	10% of total of line Items 0001, 0002 and 0003

WAGE DETERMINATION NO: 94-2187 REV (13) AREA: IN, EVANSVILLE

WAGE DETERMINATION NO: 94-2187 REV (13) AREA: IN, EVANSVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

| WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2187

William W.Gross Division of Revision No.: 13

Director Wage Determinations Date Of Last Revision: 06/20/2000

States: Indiana, Kentucky, Tennessee

Area: Indiana Counties of Perry, Posey, Spencer, Vanderburgh, Warrick Kentucky Counties of Butler, Caldwell, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster

Tennessee Counties of Montgomery, Stewart

Fringe Benefits Required Follow the Occupational List	ing
OCCUPATION TITLE MINI	MUM WAGE RATE
Mortician	16.57
School Crossing Guard (Crosswalk Attendant)	8.12
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.59
Accounting Clerk II	8.52
Accounting Clerk III	10.03
Accounting Clerk IV	12.12
Court Reporter	11.22
Dispatcher, Motor Vehicle	10.78
Document Preparation Clerk	10.27
Duplicating Machine Operator	10.27
Film/Tape Librarian	8.95
General Clerk I	7.91
General Clerk II	8.71
General Clerk III	10.73
General Clerk IV	10.91
Housing Referral Assistant	11.30
Key Entry Operator I	8.02
Key Entry Operator II	10.42
Messenger (Courier)	6.96
Order Clerk I	7.55
Order Clerk II	9.85
Personnel Assistant (Employment) I	8.20
Personnel Assistant (Employment) II	9.04
Personnel Assistant (Employment) III	11.13
Personnel Assistant (Employment) IV	11.30
Production Control Clerk	12.43
Rental Clerk	9.37
Scheduler, Maintenance	9.37
Secretary I	9.37
Secretary II	10.21

Secretary III	11.30
Secretary IV	12.07
Secretary V	13.24
Service Order Dispatcher	9.89
Stenographer I	10.12
Stenographer II	10.77
Supply Technician	12.07
Survey Worker (Interviewer)	9.76
Switchboard Operator-Receptionist	8.78
Test Examiner	10.21
Test Proctor	10.21
Travel Clerk I	8.73
Travel Clerk II	9.26
Travel Clerk III	9.76
Word Processor I	8.01
Word Processor II	8.98
Word Processor III	10.07
Automatic Data Processing Occupations	
Computer Data Librarian	8.90
Computer Operator I	8.90
Computer Operator II	10.43
Computer Operator III	12.74
Computer Operator IV	14.13
Computer Operator V	15.69
Computer Programmer I (1)	11.88
Computer Programmer II (1)	14.76
Computer Programmer III (1)	18.30
Computer Programmer IV (1)	21.11
Computer Systems Analyst I (1)	19.43
Computer Systems Analyst II (1)	21.94
Computer Systems Analyst III (1)	26.32
Peripheral Equipment Operator	8.90
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.34
Automotive Glass Installer	14.85
Automotive Worker	14.85
Electrician, Automotive	15.61
Mobile Equipment Service	13.31
Motor Equipment Metal Mechanic	16.34
Motor Equipment Metal Worker Motor Vehicle Mechanic	14.85 16.34
Motor Vehicle Mechanic Motor Vehicle Mechanic Helper	12.53
Motor Vehicle Upholstery Worker	14.09
Motor Vehicle Uphorstery worker Motor Vehicle Wrecker	14.09
Painter, Automotive	15.61
Radiator Repair Specialist	14.85
Tire Repairer	12.86
Transmission Repair Specialist	16.34
Food Preparation and Service Occupations	10.51
Baker	12.15
Cook I	10.90
Cook II	12.15
Dishwasher	8.49
Food Service Worker	8.12
Meat Cutter	12.15
Waiter/Waitress	8.97
Furniture Maintenance and Repair Occupations	

Electrostatic Spray Painter	15.61
Furniture Handler	11.12
Furniture Refinisher	15.61
Furniture Refinisher Helper	12.56
Furniture Repairer, Minor	14.09
Upholsterer	15.61
General Services and Support Occupations	0 10
Cleaner, Vehicles	8.12
Elevator Operator	8.12
Gardener	10.92
House Keeping Aid I	7.27 8.12
House Keeping Aid II Janitor	8.12
Laborer, Grounds Maintenance	8.99
Maid or Houseman	7.27
Pest Controller	13.06
Refuse Collector	9.12
Tractor Operator	10.27
Window Cleaner	8.97
Health Occupations	0.97
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist	20.05
Registered Nurse IV	24.02
Information and Arts Occupations	
Audiovisual Librarian	15.90
Exhibits Specialist I	12.50
Exhibits Specialist II	15.47
Exhibits Specialist III	17.42
Illustrator I	12.50
Illustrator II	15.47
Illustrator III	17.42
Librarian	14.55
Library Technician	9.76
Photographer I	11.17
Photographer II	12.50
Photographer III	15.47
Photographer IV	17.42
Photographer V Laundry, Dry Cleaning, Pressing and Related Occupations	18.90
namidity, big creating, ressing and Related Occupations	

Counter Attendant	6.43
Counter Attendant	6.43
Dry Cleaner	8.00
Finisher, Flatwork, Machine	6.43
Presser, Hand	6.43
Presser, Machine, Drycleaning	6.98
Presser, Machine, Shirts	6.43
Presser, Machine, Wearing Apparel, Laundry	6.43
Sewing Machine Operator	8.56
Tailor	9.07
Washer, Machine	7.01
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.61
Tool and Die Maker	18.63
Material Handling and Packing Occupations	
Forklift Operator	11.05
Fuel Distribution System Operator	13.87
Material Coordinator	16.13
Material Expediter	16.13
Material Handling Laborer	12.75
Order Filler	9.83
Production Line Worker (Food Processing)	12.52
Shipping Packer	11.01
Shipping/Receiving Clerk	11.01
Stock Clerk (Shelf Stocker; Store Worker II)	11.45
Store Worker I	8.73
Tools and Parts Attendant	12.56
Warehouse Specialist	12.42
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.34
Aircraft Mechanic Helper	12.56
Aircraft Quality Control Inspector	17.10
Aircraft Servicer	14.09
	14.09 14.85
Aircraft Servicer	
Aircraft Servicer Aircraft Worker	14.85
Aircraft Servicer Aircraft Worker Appliance Mechanic	14.85 15.61
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer	14.85 15.61 12.87
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer	14.85 15.61 12.87 16.34 15.61 14.85
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance	14.85 15.61 12.87 16.34 15.61
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer	14.85 15.61 12.87 16.34 15.61 14.85
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance	14.85 15.61 12.87 16.34 15.61 14.85 17.61
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II Electronics Technician, Maintenance III	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II Electronics Technician, Maintenance III Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II Electronics Technician, Maintenance III Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34 16.34 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic Instrument Mechanic Laborer	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34 16.34 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic Instrument Mechanic Laborer Locksmith	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34 16.34 16.34 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic Heavy Equipment Operator Instrument Mechanic Laborer Locksmith Machinery Maintenance Mechanic	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34 16.34 16.34 16.34
Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance II Electronics Technician, Maintenance II Electronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Distribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic Instrument Mechanic Laborer Locksmith	14.85 15.61 12.87 16.34 15.61 14.85 17.61 13.29 15.85 20.59 14.09 16.34 13.32 16.34 14.85 16.34 16.34 16.34 16.34

Millwright Office Appliance Repairer Painter, Aircraft Painter, Maintenance Pipefitter, Maintenance Plumber, Maintenance Pneudraulic Systems Mechanic Rigger Scale Mechanic Sheet-Metal Worker, Maintenance Small Engine Mechanic Telecommunication Mechanic I Telecommunication Mechanic II Telephone Lineman Welder, Combination, Maintenance Well Driller Woodcraft Worker Woodworker	16.51 15.61 15.61 15.61 16.35 15.62 16.34 16.34 14.85 16.34 19.67 16.34 16.34 16.34
Miscellaneous Occupations Animal Caretaker Carnival Equipment Operator Carnival Equipment Repairer Carnival Worker Desk Clerk Embalmer Lifeguard Park Attendant (Aide) Photofinishing Worker (Photo Lab Tech., Darkroom Tech) Recreation Specialist Recycling Worker Sales Clerk Sport Official Survey Party Chief (Chief of Party) Surveying Aide Surveying Technician (Instr. Person/Surveyor Asst./Instr.) Swimming Pool Operator Vending Machine Attendant Vending Machine Repairer Vending Machine Repairer Helper Personal Needs Occupations	9.65 10.97 11.66 8.12 8.22 16.57 8.41 10.58 9.45 11.40 11.52 7.68 8.41 12.84 7.70 11.79 12.15 10.25 12.15 10.25
Child Care Attendant Child Care Center Clerk Chore Aid Homemaker Plant and System Operation Occupations	8.22 10.72 8.04 11.92
Boiler Tender Sewage Plant Operator Stationary Engineer Ventilation Equipment Tender Water Treatment Plant Operator	16.34 15.61 17.32 12.80 15.61
Protective Service Occupations Alarm Monitor Corrections Officer Court Security Officer Detention Officer Firefighter Guard I	11.10 12.67 12.67 12.67 12.60 7.86

Guard II Police Officer I	11.70 14.68
Stevedoring/Longshoremen Occupations Blocker and Bracer	14.73
Hatch Tender	15.20
Line Handler	15.20
Stevedore I	13.97
Stevedore II	15.20
Technical Occupations	13.20
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	11.17
Archeological Technician II	12.49
Archeological Technician III	15.47
Cartographic Technician	17.79
Cashier	6.70
Civil Engineering Technician	15.47
Computer Based Training (CBT) Specialist/ Instructor	20.27
Drafter I	10.83
Drafter II	12.15
Drafter III	13.60
Drafter IV	16.84
Engineering Technician I	10.00
Engineering Technician II	11.21
Engineering Technician III Engineering Technician IV	12.54 15.54
Engineering Technician V	19.00
Engineering Technician VI	20.49
Environmental Technician	16.25
Flight Simulator/Instructor (Pilot)	22.88
Graphic Artist	17.63
Instructor	19.53
Laboratory Technician	14.66
Mathematical Technician	15.17
Paralegal/Legal Assistant I	10.24
Paralegal/Legal Assistant II	12.11
Paralegal/Legal Assistant III	14.81
Paralegal/Legal Assistant IV	17.91
Photooptics Technician	17.45
Technical Writer	18.51
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II Unexploded Ordnance (UXO) Technician III	20.05 24.02
Weather Observer, Combined Upper Air and Surface Programs (3	
Weather Observer, Combined opper Air and Surface Programs (S	14.16
Weather Observer, Deper Air (3)	12.74
Transportation/ Mobile Equipment Operation Occupations	12.,1
Bus Driver	11.50
Parking and Lot Attendant	8.16
Shuttle Bus Driver	10.93
Taxi Driver	10.28
Truckdriver, Heavy Truck	13.07
Truckdriver, Light Truck	10.93
Truckdriver, Medium Truck	11.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

 $$\star\star$$ NOTES APPLYING TO THIS WAGE DETERMINATION ${\star\star}$ Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer. REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

TECHNICAL EXHIBIT 3 SCHEDULE FOR INSTALLATION OF MACHINES

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
82	5	5
1581	3	3
2255	2	2
2257	2	2
2270	2	0
2310	2	2
2312	2	2
2316	2	2
2318	2	2
2320	2	2
2322	2	2
2324	2	2
2326	2	2
2330	2	2
2519	1	1
2575	1	1
2601	4	0
2604	1	1
2715	1	1
2717	1	1
2719	1	1
2721	1	1

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
2723	1	1
2725	1	1
2727	1	1
2744	1	1
2901	1	1
2907	1	1
2994/1st	1	1
2994/2nd	1	1
2995/1st	1	1
2995/2nd	1	1
2996/1st	1	1
2996/2nd	1	1
2997/1st	1	1
2997/2nd	1	1
3069	3	3
3071	3	3
3211/2nd	4	4
3211/3rd	4	4
3212/3rd	4	4
3213/2nd	4	4
3213/3rd	4	4
3214/2nd	4	4
3214/3rd	4	4

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
3217/2nd	4	4
3217/3rd	4	4
3610	2	2
3713	6	6
3725C	6	6
3730	10	5 units (stacked, 1 unit=2 dryers)
3731	10	5 units (stacked, 1 unit=2 dryers)
3748	10	5 units (stacked, 1 unit=2 dryers)
3750*	0	0
3754*	0	0
3766A	10	5 units (stacked, 1 unit=2 dryers)
3766H	10	5 units (stacked, 1 unit=2 dryers)
3932	3	2
4024	10	5 units (stacked, 1 unit=2 dryers)
4028	6	6
4033*	0	0
4038	10	5 units (stacked, 1 unit=2 dryers)
4039	10	5 units (stacked, 1 unit=2 dryers)
4044*	0	0

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
4053	6	6
4057A	6	6
4062	1	1
4067A	10	5 units (stacked, 1 unit=2 dryers)
4067H	10	5 units (stacked, 1 unit=2 dryers)
4899	1	1
6225/1st	2	2
6634	1	1
6647	7	7
6709/2nd	4	4
6709/3rd	4	4
6710/1st	2	2
6710/2nd	4	4
6710/3rd	4	4
6711/2nd	4	4
6711/3rd	4	4
6712/1st	2	2
6712/2nd	4	4
6712/3rd	4	4
6718/1st	2	2
6718/2nd	4	4
6718/3rd	4	4

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6719/1st	2	2
6719/2nd	4	4
6719/3rd	4	4
6725/2nd	4	4
6725/3rd	4	4
6726/1st	2	2
6726/2nd	4	4
6726/3rd	4	4
6727/2nd	4	4
6727/3rd	4	4
6728/2nd	4	4
6728/3rd	4	4
6730/2nd	4	4
6730/3rd	4	4
6731/2nd	4	4
6731/3rd	4	4
6732/1st	2	2
6732/2nd	4	4
6732/3rd	4	4
6733/1st	2	2
6733/2nd	4	4
6733/3rd	4	4
6763*	0	0

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6764*	0	0
6779/2nd	3	3
6779/3rd	2	2
6783/1st	1	1
6783/2nd	4	3
6783/3rd (South)	1	1
6783/3rd (North)	1	1
6879	2	2
6909/1st	2	2
6909/2nd (South)	2	2
6909/2nd (North)	2	2
6909/3rd (South)	2	2
6909/3rd (North)	2	2
6910/2nd (South)	2	2
6910/2nd (North)	2	2
6910/3rd (South)	2	2
6910/3rd (North)	2	2
6911/2nd (South)	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6911/2nd (North)	2	2
6911/3rd (South)	2	2
6911/3rd (North)	2	2
6912/2nd (South)	2	2
6912/2nd (North)	2	2
6912/3rd (South)	2	2
6912/3rd (North)	2	2
6917/2nd (South)	2	2
6917/2nd (North)	2	2
6917/3rd (South)	2	2
6917/3rd (North)	2	2
6918/1st	2	2
6918/2nd (South)	2	2
6918/2nd (North)	2	2
6918/3rd (South)	2	2
6918/3rd	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
(North)		
6919/2nd (South)	2	2
6919/2nd (North)	2	2
6919/3rd (South)	2	2
6919/3rd (North)	2	2
6920/1st	2	2
6920/2nd (South)	2	2
6920/2nd (North)	2	2
6920/3rd (South)	2	2
6920/3rd (North)	2	2
6921/1st	2	2
6921/2nd (South)	2	2
6921/2nd North)	2	2
6921/3rd (South)	2	2
6921/3rd (North)	2	2
6922/1st	2	2
6922/2nd (South)	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6922/2nd (North)	2	2
6922/3rd (South)	2	2
6922/3rd (North)	2	2
6923/1st	1	1
6923/2nd (South)	2	2
6923/2nd (North)	2	2
6923/3rd (South)	2	2
6923/3rd (North)	2	2
6927/2nd (South)	2	2
6927/2nd (North)	2	2
6927/3rd (South)	2	2
6927/3rd (North)	2	2
6928/1st	2	2
6928/2nd (South)	2	2
6928/2nd (North)	2	2
6928/3rd (South)	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6928/3rd (North)	2	2
6929/1st	2	2
6929/2nd (South)	2	2
6929/2nd (North)	2	2
6929/3rd (South)	2	2
6929/3rd (North)	2	2
6930/2nd (South)	2	2
6930/2nd (North)	2	2
6930/3rd (South)	2	2
6930/3rd (North)	2	2
6931/1st	2	2
6931/2nd (South)	2	2
6931/2nd (North)	2	2
6931/3rd (South)	2	2
6931/3rd (North)	2	2
6936/1st	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6936/2nd (South)	2	2
6936/2nd (North)	2	2
6936/3rd (South)	2	2
6936/3rd (North)	2	2
6937/2nd (South)	2	2
6937/2nd (North)	2	2
6937/3rd (South)	2	2
6937/3rd (North)	2	2
6938/1st	2	2
6938/2nd (South)	2	2
6938/2nd (North)	2	2
6938/3rd (South)	2	2
6938/3rd (North)	2	2
6939/2nd (South)	2	2
6939/2nd (North)	2	2
6939/3rd (South)	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6939/3rd (North)	2	2
6940/2nd (South)	2	2
6940/2nd (North)	2	2
6940/3rd (South)	2	2
6940/3rd (North)	2	2
6942/1st	2	2
6942/2nd (South)	2	2
6942/2nd (North)	2	2
6942/3rd (South)	2	2
6942/3rd (North)	2	2
6943/1st	2	2
6943/2nd (South)	2	2
6943/2nd (North)	2	2
6943/3rd (South)	2	2
6943/3rd (North)	2	2
6944/1st	2	2

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
6944/2nd (South)	2	2
6944/2nd (North)	2	2
6944/3rd (South)	2	2
6944/3rd (North)	2	2
6945/1st	2	2
6945/2nd (South)	2	2
6945/2nd (North)	2	2
6945/3rd (South)	2	2
6945/3rd (North)	2	2
6990	2	2
6992	2	2
7094	22	11 units (stacked, 1 unit=2 dryers)
7096	22	11 units (stacked, 1 unit=2 dryers)
7110/1st	4	4
7110/2nd	4	4
7110/3rd	4	4
7112/1st	4	4
7112/2nd	4	4

BUILDING NUMBER	NUMBER WASHERS	NUMBER DRYERS
7112/3rd	4	4
7118/1st	4	4
7118/2nd	4	4
7118/3rd	4	4
7120/1st	4	4
7120/2nd	4	4
7120/3rd	4	4
7160	1	1
7241	1	1
7246	2	2
7520	2	2
7523/1st	3	3
7523/2nd	4	4
7540	1	1
7580	2	2
7871	1	1
7882	1	1

^{*} See Projected Additions/Deletions Schedule attached

ATTACHMENT 1

HISTORICAL DATA

INSTALLATION AND MAINTENANCE OF WASHERS AND DRYERS, TO INCLUDE MINOR RELATED MAINTENANCE SERVICES

BID ITEM NUMBER		ESTIMATED QUANTITY	Х	NUMBER MONTHS	ESTIMATED YEARLY TOTAL
0001	WASHING MACHINES:				
	UNSTOPPING WASHER DRAIN	30	Х	12	360
	REPLACING FUSES	4	Х	12	48
	RESETTING CIRCUIT BREAKER	15	Х	12	180
	RELOCATING MACHINES	30	Х	12	360
0002	DRYING MACHINES:				
	RESETTING CIRCUIT BREAKER	25	X	12	300
	LOCATING/REPLACING FUSES	4	X	12	48
	REPAIRING DRYER VENT HOUSING	6	X	12	72
	CLEANING DRYER VENT HOUSING	6	X	12	72
	RELOCATING MACHINES	30	X	12	360
0003	CLEANING/MAINTENANCE OF DRYER VENT HOUSING UNITS	255	X	4 QTRS	1020

ATTACHMENT 2 SERVICE CALL/INSPECTION SHEET

BUILDING NUMBER: ROOM/FLOOR:

DATE	TIME IN	TIME OUT	WASHER/	SERIAL NUMBER	SERVICE	PREVENTIVE MAINTENANCE	WORK PERFORMED/REMARKS	INITIALS
DATE	THVIL H	TIME OUT	DITTER	NOWDER	ONDEN #	WATERVITOE	WORKT EIN ORWED/KEWARKS	INITIALO

ATTACHMENT 3

QUALITY ASSURANCE CHECKLIST WEEKLY SCHEDULE

MONTH OF: CONTRACT NUMBER:

	Svc & Rpr of Property-	Svc & Rpr of Property-	Appearance & Conduct of	Replacement	Contractor's Preventive	Quarterly Dryer Vent	Installation/R elocation/Re moval of	
DAY OF WEEK	Washers	Dryers	Personnel	of Machines	Maintenance	Cleaning/Maint	Machines	
WEEK TOTAL:								
MONTH TOTAL:								

ATTACHMENT 4

PROJECTED ADDITIONS/DELETIONS BASE YEAR FY 01

ADDITIONS DELETIONS

		EQUIPME	NT NEEDED	
BLDG	DATE	WASHERS	DRYERS	# MONTHS
3750	13 Nov 00	10	5 (stacked)	11
3754	11 Dec 00	10	5 (stacked)	10
4033	Est Feb 01	10	5 (stacked)	8
4044	Est Mar 01	10	5 (stacked)	7
4053	Est Apr 01	10	5 (stacked)	6
4057	Est Jun-Sep 01	10	5 (stacked)	3
3725	Est Jun 01	10	5 (stacked)	4
6763	Est Feb 01	24	17 (stacked)	8
6764	Est Feb 01	24	17 (stacked)	8

		EQUIPME	NT TO BE
		REMO	
BLDG	DATE	WASHERS	DRYERS
4057	Est Jan-Apr 01	6	6
3725	18 Dec 00	6	6

PROJECTED ADDITIONS/DELETIONS 1ST OPTION YEAR FY 02

ADDITIONS DELETIONS

		EQUIPMEN	T NEEDED	
BLDG	DATE	WASHERS	DRYERS	# MONTHS
6762	Est Aug 02	24	17 (stacked)	2

		EQUIPME	_
		REMO	OVED
BLDG	DATE	WASHERS	DRYERS

PROJECTED ADDITIONS/DELETIONS 2ND OPTION YEAR FY 03

ADDITIONS DELETIONS

		EQUIPMEN	T NEEDED	
BLDG	DATE	WASHERS	DRYERS	# MONTHS
DISCOM	Est Jan 03	24	17 (stacked)	9
DISCOM	Est Sep 03	24	17 (stacked)	1

	- -	EQUIPMENT TO BE
		REMOVED
BLDG	DATE	WASHERS DRYERS

PROJECTED ADDITIONS/DELETIONS
3RD OPTION YEAR FY 04

ADDITIONS

DELETIONS

		EQUIPMEN	T NEEDED	
BLDG	DATE	WASHERS	DRYERS	# MONTHS
DISCOM	Est Sep 04	24	17 (stacked)	1

		EQUIPME	NT TO BE
_		REMO	OVED
BLDG	DATE	WASHERS	DRYERS

ATTACHMENT 5

QUALITY ASSURANCE SURVEILLANCE PLAN

FOR

FURNISH, INSTALLATION, AND MAINTENANCE OF WASHERS/DRYERS

NOTE: THIS PLAN IS PROVIDED FOR INFORMATION PURPOSES ONLY. THE QUALITY ASSURANCE SURVEILLANCE PLAN IS NOT A PART OF THE SOLICITATION, NOR SHALL IT BE MADE PART OF ANY RESULTING CONTRACT. THE GOVERNMENT HAS THE RIGHT TO CHANGE OR MODIFY INSPECTION METHODS AT ITS DESCRETION.

FOR INFORMATION ONLY

1. INTRODUCTION.

- 1.1. A Contracting Officer's Representative (COR) Quality Assurance Surveillance Plan (QASP) is designed to aid in providing effective and systematic surveillance of all aspects of the Statement of Work. This plan provides for monitoring all contract requirements through a combination of methods. These may include:
- 1. 100% inspection
- 2. Random Sampling
- 3. Sampling Guides
- 4. Weekly Schedules
- 5. Surveillance Activity Checklists
- 6. Customer Complaints: Customer complaint will be used to support inspection findings and deductions only if the complaint is deemed to be valid by the COR.
- 7. Inspection of Services Clause
- 1.2. The objective of a surveillance plan is to evaluate how the Contractor is performing in key areas. We are primarily interested in the final product or service the Contractor is providing and not in the details of how he is doing it. The principal methods of surveillance will be customer complaints, checklist and random sampling.

2. HOW TO USE THE QUALITY ASSURANCE SURVEILLANCE PLAN.

- 2.1. This QASP has been organized to facilitate use by the COR. It is the COR's responsibility to develop a schedule for activities based on the surveillance plan's requirements. The schedule will be discussed with the contract administrator and functional area chief.
- 2.1.1. Periodic checklist items to be surveilled during the month will be programmed into the schedule and should show what the COR is monitoring. Once completed the schedule shall be marked "FOR OFFICIAL USE ONLY" and not shown to the Contractor.

- 2.1.2. Changes will be posted weekly and copies sent to the contract administrator and the functional area chief. The reasons for changes will be fully documented and explained.
- 2.1.3. Actual surveillance activity must be comparable to the schedule. The contract administrator must be able to observe a COR's performance by using the schedule, as updated. One should be able to establish a complete audit trail from the schedule, to observing the COR perform checklist surveillance, to completion of the checklists. An auditor or IG should be able to track from the above items to the contract administrator's actions (payment deductions or other actions as necessary) described on a Contract Discrepancy Report (CDR).
- 2.1.4. Any errors detected during the course of the surveillance, even if not of sufficient degree to render the service unsatisfactory, will require Contractor corrective action if possible.
- 2.1.5. If performance in any area is judged unsatisfactory, the Contractor will be given a Contract Discrepancy Report by the Contracting Officer.
- 2.1.6. When completed and signed, the Contract Discrepancy Report, along with the checklist becomes the documentation supporting payment or nonpayment or other actions as necessary for the Contractor's compliance or noncompliance with the contract.
- 2.2. If the checklist indicates that the number of defects is too high, that month's service will be considered unsatisfactory.
- 2.3. There are some requirements in the contract which are more conveniently monitored on an individual periodic basis. When these items are discovered to be unsatisfactory, actions as described above will be taken. Examples of periodic requirements are:
- 2.3.1. The Contractor is required to inspect equipment biweekly.
- 2.3.2. The Contractor must have all equipment set within 30 days of contract notice to proceed.
- 2.4. During the course of the month, the COR may receive customer complaints about the quality of service. Each complaint must be validated to insure the service was required and that the standard was not met. The customer complaint will be used to support inspection findings and deductions if deemed valid by the COR.
- 2.5. At times the COR will observe unsatisfactory performance by the Contractor that is not part of the random sampling. These observations will be noted and the Contractor informed to reperform. Deductions may be made utilizing the Inspection of Services Clause.

- 2.6. The COR, when a defect is found, must always contact the Contractor's manager and inform the manager what was found wrong. There is no need to do this in writing. However, whenever possible, have the manager initial the entry on the surveillance activity checklist.
- 2.7. If the COR's surveillance shows that the Contractor's performance is unsatisfactory as described in this plan, all documentation supporting this decision must be sent to the Contracting Officer by the 5th workday of the month following the surveillance period.
- 2.8. Revisions to this surveillance plan are the joint responsibility of the Contracting Officer's Representative, the functional area chief, and the Contracting Officer.

3. INSTRUCTIONS FOR COMPLETING THE QUALITY ASSURANCE (QA) CHECKLIST (WEEKLY SCHEDULE):

- 3.1. Listed Vertically. Along the left-hand side of the Weekly Schedule Form are the days of the week. Since there are only seven days listed, the COR must complete one form for each week of the month indicated at the top of the form. Each "WEEK OF" block is numbered to reflect the days contained in each week, starting with Sunday. The COR will enter the date and month if these seven blocks.
- 3.2. Listed Horizontally. Along the top of the form enter the key performance indicators to be observed. Blanks should be provided for the COR to enter surveillances that are required to be completed weekly, biweekly, monthly, quarterly, semiannually, or annually. Along the bottom of the form, blanks should be provided for totals. On each weekly schedule the total number of surveillances for the week will be entered on the top line and the total number of surveillances for the month will be entered on the bottom line. Totals from the weekly schedules must equal the monthly requirements.

4. INSTRUCTIONS FOR COMPLETING THE QA CHECKLIST (MONTHLY SUMMARY):

- 4.1. Take the monthly information from the Weekly Schedule (paragraph 3) and complete the monthly summary indicating the date the contract requirement inspection was completed and whether or not it is in compliance with the contract specifications.
- 4.2. Any noncompliance item must be fully documented and explained so that deductions can be taken.

CUSTOMER COMPLAINT RECORD CONTRACT NO.

Date and Time of Complaint:
Source of Complaint:
Organization:
Individual:
Nature of Complaint:
Contract Reference:
Validation:
Date and Time Contractor Informed of Complaint:
Action Taken by Contractor:
Received and Validated By: